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5 Plaintiff in Pro Per

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4 **UNITED STATES DISTRICT COURT**  
5 **DISTRICT OF NEVADA**

6 Joseph A. Guerra, ) **Case No.: 2:10-cv-00029-KJD-RJJ**  
7 Plaintiff, )  
8 vs. )  
9 JUST MORTGAGE, INC.; CHASE HOME ) **RESPONSE TO OPPOSITION OF**  
10 FINANCE, LLC; MERS and ) **DEFENDANTS CHASE/MERS TO**  
11 DOES 1-10; ) **PLAINTIFF'S MOTION FOR**  
12 Defendants. ) **EXTENSION OF DEADLINE**

13 Plaintiff is responding to Defendants Chase/MERS Opposition  
14 To My Motion For Extension Of Deadline which is supported by the  
15 following:

16 **MEMORANDUM OF POINTS AND AUTHORITIES**

17 **A.** Plaintiff was well aware of the Rule of 16(f), but in  
18 Plaintiff's opinion that the Magistrate Judge did not follow the  
19 Plain Language of Rule 16(f) and my rights. Besides the  
20 Magistrate Judge failed to identify the Code of Written Law and  
21 Case Laws which support his Ruling in (Doc.#105). Moreover, an  
22 Order awarding attorney's fees will be deemed "fundamentally  
23 erroneous on its face" when the Court fails to make specific  
24 findings as to the hourly rate, the number of hours reasonably  
25 expended, and the appropriateness of reduction or, enhancement  
26  
27  
28

1 factors as required in Fowler v. First Federal Savings and Loan  
2 assn. of Defuniak Springs, 643 So. 2d. 30, 33 (Fla. 1<sup>st</sup> DCA  
3 1994). If the Court decides to adjust the loadstar, it must  
4 state the grounds on which it justifies the enhancement or  
5 reduction. The Court just can't go ahead and allow the attorneys  
6 to be in a rush to collect my money while in the process of  
7 violating my Constitutional Rights. In this case, if an  
8 allegation by Chase's attorney, Katie Weber is relied on by this  
9 Court, a fraud upon the Court might have been committed, again -  
10 (first time was on Doc.#63 - Motion for Summary Judgment by  
11 Defendants Chase/MERS filed on 07/07/2011 - Robo-Signing on the  
12 Allonge.)

13       **B.** In clarification for the Court, the Plaintiff has the  
14 right to ask Chase's attorney, Katie Weber to swear under oath  
15 and penalty of perjury that she possesses the Original Documents  
16 and Legal Evidence proving what she alleges that my Loan was not  
17 paid-off in Full on or about January 21, 2011 and that my final  
18 Escrow Account has a balance of \$4,921.74 (remember this, I  
19 never ask a question unless I know already the answer to).

20       As of today, Chase/MERS attorney, Katie Weber has failed to  
21 prove that both Chase and MERS have the Constitutional Standing  
22 in a Federal Court to have jurisdiction in dealing with my case.

23       Additionally, under Article 3 of the Uniform Commercial  
24  
25  
26  
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1 Code (UCC) - is codified in NRS 104. 3101-3.605. - Birkland v.  
2 Silver State Financial Services, Inc. No.:2:10-cv-00035-KJD-LRL,  
3 2010 WL 3419372, at (D. Nev. Aug 25, 2010). The obligor on the  
4 Note has the right to know the identity of the entity that is  
5 "entitled to enforce" the Mortgage Note under Article 3, see NRS  
6 104.3301.

7       **C.** Now, why in heavens name does Chase/MERS attorney, Katie  
8 Weber try to dictate to me on how to manage my finances? What I  
9 would suggest to Ms. Weber, is to ask her Law Firm to provide  
10 courses for her to take on Modern Money Mechanics - The  
11 Logistics of Mass Deception of The Federal Reserve System in  
12 1913 before she makes comments on other people's financial  
13 management skills. There is one thing I cannot stand is an  
14 attorney who is unscrupulous and always lies. I believe what  
15 goes around comes around at some point and the truth will win in  
16 the end unless there is some kind of corruption that was  
17 discovered somewhere.

18       **D.** If Chase/MERS attorney, Weber knows so much in regards  
19 to the Plaintiff's Loan, why didn't she provide the information  
20 needed during Discovery since I had written numerous of times  
21 requesting the information? Ms. Weber must realize that "a party  
22 having superior knowledge who takes advantage of another's  
23 ignorance of the law to deceive him by studied concealment or  
24

1 misrepresentation can be held responsible for that conduct."

2 Fina Supply Inc. v. Abilene Nat. Bank, 726 S.W. 2d 537, 1987.

3       **E.** I want to make it very clear that Chase/MERS's attorney,  
4 Katie Weber is deliberately drawing this Courts attention to her  
5 own agenda instead of on the following main issues of why this  
6 lawsuit was filed against her client in the first place where  
7 she hasn't mentioned anything in any of her Responses to the  
8 Court:

9           .Fraud  
10          .Robo-Signer  
11          .Loan Paid In Full  
12          .Escrow Account in my name(Ms. Weber should communicate  
13            with her client, Chase).  
14          .By law, her client, Chase suppose to show an Accounting  
15            of entries of the \$299,000.00  
16          .Ms. Weber is unable to prove that her and her client have  
17            Standing in this case

18        **F.** Again, I will point out that attorney, Katie Weber's  
19        name does not appear on (Doc.#93) for attending the Settlement  
20        Conference no matter what her colleagues or Magistrate Judge  
21        Johnston may suggest otherwise. So, as far as I'm concerned she  
22        is not entitled to any fees or expenses, P-E-R-I-O-D. In  
23        addition, Sharon Green who represented Chase is not a person  
24        with decision-making authority to Settle this case. As a result,  
25        we cannot have meaningful Settlement discussions with her anyway  
26        because it wastes time and energy upon everyone, especially the  
27        Magistrate Judge.

## CONCLUSION

Plaintiff believes an Extension of Deadline to November 06, 2012 would be sufficient to settle any disputes among the Plaintiff and Defendants. This is Plaintiff's First Request for an Extension.

**WHEREFORE**, the Plaintiff requests that this Honorable Court Grant and Sign an Order Extending The Deadline from September 06, 2012 to November 06, 2012 for Sanction payments.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Respectfully submitted,

UCC 14308  
Joseph A. Guerra  
Plaintiff in Pro Per

September 24, 2012  
Date

**CERTIFICATE OF SERVICE**

I hereby certify that on September 24, 2012, I mailed a copy of this **RESPONSE TO OPPOSITION OF DEFENDANTS CHASE/MERS TO PLAINTIFF'S MOTION FOR EXTENSION OF DEADLINE** to the following parties by First Class Mail:

James E. Murphy, Esq.  
6720 Via Austi Parkway, Suite 430  
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